REMARKS/ARGUMENTS

Favorable consideration of this application is respectfully requested. Applicant has amended claim 1. Favorable reconsideration of this application is, consequently, earnestly solicited in view of the following remarks.

Claims 1-15 and 27 were rejected under 35 U.S.C. 112, first paragraph, as failing to comply with written description requirement. Examiner alleges that Applicant's added limitation to the claims reciting "without the use of a code provided by the sender to the recipient" is not supported by the written description. As noted by the Examiner, the written description of the subject application provides alternative steps for the recipient to follow in receiving the transferred funds. Examples of steps include:

1. Recipient enters CM(cash magic) card and PIN assigned to the CM card (page 6, lines 4-5).

2. Recipient R can retrieve money via CM card, credit card, debit card, or ATM card by entering magnetic card information (acct. no. and/or PIN) (page 10 lines 1-3).

3. Card account number including PIN can be communicated by recipient to the sender (page 17, lines 23-24).

4. The PIN portion of the account number can be selected by the recipient or the sender and entered in the sending process in response to a suitable addition to the IVR prompts or randomly assigned by the system and communicated to the sender who will communicate same to the recipient (page 17, lines 27-30).

5. Recipient can access the ATM 2400 with the tethered card 2000 and implement the receipt of the transferred cash by entering that portion of the account number described as a PIN in response to the ATM prompt (page 18, lines 1-3).

While there are various methods for a recipient to access the transferred money, Applicant has added the limitation that the code used not be communicated by the sender to the recipient.

The current view of the courts is that there is nothing inherently ambiguous about a negative limitation. So long as the boundaries of the patent protection sought are set forth definitely, albeit negatively, the claim complies with the requirements of section 112, second paragraph. The CCPA has found that "while this limitation on the protection sought is expressed in terms not to be found in the original disclosure, we see no valid objection to the appellant's thus eliminating from the scope of protection sought certain materials which may possibly have been included in the original disclosure. In other words, the limitation has a narrowing effect rather than a broading one and [is] permissible." Ex parte Williams, 39 USPQ 125, 127 (Pat. Off. Bd. App. 1938).

Thus, the relevant decisions generally sanction the use of negative limitations and consider these limitations definite under Section 112, second paragraph. See also MPEP §2173.05(i)(8th ed., revised February 2003).

The original application included more than one step for a recipient to get a code (PIN) for use accessing the transferred money. The amendment to the claims adding "without the use of a code provided by the sender to the recipient" adds a limitation that has a narrowing effect which is permissible and which is considered definite under

Section 112, second paragraph. For these reasons Applicant requests removal of the Section 112 rejection.

Claims 1-27 were rejected by Examiner under 35 U.S.C. 103 as being unpatentable over Jennings et al. (US Pat. No. 5,825,003) or Ito et al. (US Pat. No.6,039,250) in view of Stoutenburg et al. (US Pat. No. 6,502,747). Examiner alleges that Marcous and Downing disclose a method for transferring funds to a recipient substantially as claimed in the subject application.

Jennings teaches an automated process for transferring funds between accounts which requires the recipient to have an account included in the list of recipient businesses provided by the system and the sender is further required to enter the recipient's destination account number. The transfer is made between known accounts unlike the claim 1 wherein the funds are transferred from a sender to an escrow agent where the funds are held in an escrow account

Applicant has amended claim to clarify that the funds are transferred from the sender account to the escrow agent account for temporarily holding the fund in the escrow agent account and then the funds are automatically transferred from the escrow agent account to a remote distribution site without (1) a pre-existing transactional relationship between the sender and the recipient and (2) disbursement is made to the recipient without a pre-existing relationship between the remote distribution site and the recipient.

Unlike claim 1, Jennings requires (1) the sender to select a recipient business from a list of available recipient businesses from the local front end processor (col. 4, lines 34-

38) and (2) that the sender enter a portion of the account number of the destination account (col. 4, lines 40-44). These two steps require a pre-existing relationship between the sender and the remote distribution site and the recipient. Jennings does not teach using an escrow agent having an escrow agent account for temporarily storing the funds, instead the fund is transferred from a sender account to a recipient account.

Like Jennings, Ito teaches a transfer between a remitter (sender) and a receiptor (recipient) wherein the sender is required to provide receiptor identifying information such as an electronic mail address or other identifying information (col. 2, lines 4-6). The remitted money is electronic money, being an electronic data having the same value as cash (col. 3, lines 36-37). Ito is similar to Cohen and Abecassis cited by the Examiner in the first office communication dated November 29, 2004, wherein the transfer from the sender to the recipient is in response to a pre-existing relationship.

For example, as described in col. 4, lines 14-32, the recipient electronically requests a fund transfer from the sender and the sender remits the funds after a communication link is set up by an electronic money server between the sender IC card and the recipient IC card to complete a direct remittance. The electronic money server is a communication link for connecting the sender IC card and the receiver IC card over a direct link or from the sender IC card to the electronic money server IC card and from the electronic money server IC card to the receiver IC card as an indirect communication link if the direct communication link fails (col. 38-63). The funds are electronically stored data on IC card, the electronic money server does not temporarily store the funds in an

escrow account, instead the electronic data is stored on the electronic server IC card for transfer to the recipient IC card.

Unlike claim 1, Ito requires (1) a pre-existing relationship between the sender account and the electronic money server (col. 1, lines 61-65), (2) a recipient identifying information (sender IC card/account to recipient IC card/account) entered by the sender (col. 2, lines4-6), and (3) an electronic money server for establishing a communication link for the transfer of the electronic data corresponding to the funds. The intermediary is the electronic money server which is not an escrow agent with an escrow account for temporarily storing the transferred funds. The electronic money server executes a program for processing a transfer, directly, or indirectly, over a communication link established by the electronic money server.